



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

6. Vendor and Purchaser (§ 130 (9)*)—Marketable Title—Easement.—An easement of a telephone company to maintain its line over the land visible at the time of making the contract does not render the title unmarketable, as in such case the purchaser is presumed to have taken its existence into consideration in fixing upon the amount of the purchase money.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 496.]

7. Vendor and Purchaser (§ 130 (9)*)—Marketable Title—Easement.—An easement of a telephone company to maintain its line over the land does not render the title unmarketable, where it enhances the market value of the land.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 496.]

8. Contracts (§ 239*)—Modification of Contract—Parol Agreement.—The common-law rule that an executory contract under seal can be modified or abrogated only by an instrument of equal dignity has not been relaxed at law.

[Ed. Note.—For other cases, see Contracts, Cent. Dig. § 1124.* 3 Va.-W. Va. Enc. Dig. 415, 440; 7 Va. Law Reg. 204.]

9. Vendor and Purchaser (§ 82*)—Rescission of Contract—Unexecuted Agreement.—The obligation of a contract under seal, for the sale of land, cannot be released at law by an unexecuted parol agreement to cancel it.

[Ed. Note.—For other cases, see Vendor and Purchaser, Cent. Dig. §§ 138, 139.* 3 Va.-W. Va. Enc. Dig. 415, 440; 7 Va. Law Reg. 204.]

Error to Hustings Court of Petersburg.

Action by Irvin Owings against Walter Sachs and another. Judgment for plaintiff, and defendants bring error. Reversed.

Lassiter & Dreyery, of Petersburg, for plaintiffs in error.

Hamilton & Mann, of Petersburg, for defendant in error.

ATLANTIC COAST LINE R. CO. v. TREDWAY'S ADM'X.

June 14, 1917. Rehearing Denied.

[93 S. E. 560.]

1. Master and Servant (§ 88 (6)*)—Railway Employee's Injury—Federal Employers' Liability Act—"Employee."—An interlocker signal operator at crossing of two railroads hired by S. Railroad under agreement and in consideration of privilege of crossing defendant railroad, injured while attending to signal lights used only by defendant railway, was the latter's "employee," within the meaning of federal

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

Employers' Liability Act, April 22, 1908, c. 149, 35 Stat. 65 (U. S. Comp. St. 1916, §§ 8657-8665); the word "employee" not being defined by the act, but referring to the relation of master and servant, the usual elements of which are selection and engagement of the servant, payment of wages, power of dismissal, and power of control, although none of such elements are absolutely determinative and where the duties of the master are nonassignable, as in the present case, he cannot escape liability by transferring control of the servant to another person.

[Ed. Note.—For other cases, see 9 Va.-W. Va. Enc. Dig. 662.

For other definitions, see Words and Phrases, First and Second Series, Employee.]

2. Appeal and Error (§ 930 (1)*)—Consideration of Evidence.—Upon assignment of error the evidence must be considered as if on demurrer thereto.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 576.]

3. Master and Servant (§ 278 (18)*)—Railway Employee's Injury—Sufficiency of Evidence—Negligence.—Evidence held sufficient to show that an interlocker signal operator was injured by defendant railway company's negligence in running a train past a stop signal.

[Ed. Note.—For other cases, see 9 Va.-W. Va. Enc. Dig. 725.]

Error to Circuit Court, Greenville County.

Action by Leath E. Tredway, administratrix of Edward C. Tredway, against Atlantic Coast Line Railroad Company. Judgment for plaintiff, and defendant brings error. Affirmed.

Wm. B. McIlwaine, of Petersburg, for plaintiff in error.

Buford & Peterson, of Lawrenceville, and *Southall & Turner*, of Emporia, for defendant in error.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.